

WARRANT IN DEBT (CIVIL CLAIM FOR MONEY)**CASE NO.**

Commonwealth of Virginia

VA. CODE § 16.1-79

Fairfax

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

3900 Germantown Road, Ste. 220

ADDRESS

Fairfax, VA 22030

CITY OR COUNTY

General District Court

4110 Chain Bridge Road, Fairfax, VA 22030

STREET ADDRESS OF COURT

TO ANY AUTHORIZED OFFICER: You are hereby commanded to summons the Defendant(s).

TO THE DEFENDANT(S): You are summoned to appear before this Court at the above address on Thursday, February 29, 2024, at 9:30 am to answer the Plaintiff(s)' civil claim (see below)

RETURN DATE AND TIME

DATE ISSUED

 CLERK DEPUTY CLERK MAGISTRATE**CLAIM:** Plaintiff(s) claim that Defendant(s) owe Plaintiff(s) a debt in the sum of \$ 11,030.34..... net of any credits, with interest at 18.00 % from date of Mar. 3, 2023 until paid, **Resonable** costs and \$ **Resonable** attorney's fees with the basis of this claim being Open Account Contract Note Other (EXPLAIN)**HOMESTEAD EXEMPTION WAIVED?** YES NO cannot be demandedDATE Dec. 19, 2023 PLAINTIFF PLAINTIFF'S ATTORNEY PLAINTIFF'S EMPLOYEE/AGENT**CASE DISPOSITION**JUDGMENT against [] named Defendant(s) [] for \$ net of any credits, with interest at % from date of until paid, \$ costs and \$ attorney's fees of costs for Servicemember Civil Relief Act counsel fees [] and \$ ATTORNEY FOR PLAINTIFF(S) Mahlon J. Mowrer (VSB: 97135) PJI Law, PLC, 703-865-6100, mmower@pjilaw.com NON-SUIT DISMISSEDDefendant(s) Present: NO YESDATE 02-19-23

JUDGE

**HEARING DATE
AND TIME**

Case 23-18039 Doc 32-2

Page 1 of 4
Filed 04/14/24**PJI Law, PLC**

PLAINTIFF(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

3900 Germantown Road, Ste. 220

ADDRESS

Fairfax, VA 22030

V.

Deborah Wessells

DEFENDANT(S) (LAST NAME, FIRST NAME, MIDDLE INITIAL)

820 Tritapoe Drive

ADDRESS

Knoxville, MD 21758

JUDGMENT PAID OR
SATISFIED PURSUANT
TO ATTACHED NOTICE
OF SATISFACTION

DATE

CLERK

DISABILITY
ACCOMMODATIONS
for loss of hearing,
vision, mobility, etc.,
contact the court ahead
of time.

ATTORNEY FOR DEFENDANT(S)

JUDGE

RETURNS: Each defendant was served according to law, as indicated below, unless not found.

NAME
ADDRESS
<input type="checkbox"/> PERSONAL SERVICE Tel. _____ No. _____	
Being unable to make personal service, a copy was delivered in the following manner:	
[] Delivered to family member (not temporary sojourner or guest) age 16 or older at usual place of abode of party named above after giving information of its purport. List name, age of recipient, and relation of recipient to party named above.	

[] Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)	

[] Served on Secretary of the Commonwealth	

[] NOT FOUND	

SERVING OFFICER _____	
for _____	

<input type="checkbox"/>	Posted on front door or such other door as appears to be the main entrance of usual place of abode, address listed above. (Other authorized recipient not found.)
<input type="checkbox"/>	Served on Secretary of the Commonwealth
<input type="checkbox"/>	[] NOT FOUND
<small>***** ***** ***** ***** *****</small>	
SERVING OFFICER <hr/> <hr/> <hr/> <hr/> <hr/>	

CONFESSION TO VIENNE:

Should have filed this suit in a different city or county, you may file a general district court of that city or county. To do so, you must do the

Dec. 19, 1923 John D. Morris
F. L. D. - 1100

1. Prepare a written request which contains (a) this court's name, (b) the case number and the "return date" as shown on the other side of this form in the right corner, (c) Plaintiff(s)' name(s) and Defendant(s)' name(s), (d) the phrase "I move to object to venue of this case in this court because" and state the reasons for your objection and also state in which city or county the case should be tried, and (e) your signature and mailing address.
2. File the written request in the clerk's office before the trial date (use the mail at your own risk) or give it to the judge when your case is called on the return date. Also send or deliver a copy to plaintiff.

**AFFIDAVIT – DEFAULT JUITENT
SERVICEMEMBERS CIVIL RELIEF ACT**

Commonwealth of Virginia VA. CODE § 8.01-15.2

Case No.

RETURN DATE AND TIME

Fairfax County

CITY OR COUNTY

PJI Law, PLC

v./In re:

Deborah Wessells

I, PRINT NAME, the undersigned affiant, states the following under oath:

The defendant/respondent is in military service. is not in military service.
 The affiant is unable to determine whether or not the defendant/respondent is in military service.

The following facts support the statement above:

Though no SCRA search could be performed due to search results producing a less than conclusive answer (see attached), Ms. Wessells is known to the affiant via having been in contact with the firm throughout the parties' interactions, and is not believed to be in active service, belief informed by these interactions.

Pursuant to 50 U.S.C. § 3931, if the court is unable to determine whether the defendant/respondent is in military service based upon the affiant's statement, the court, before entering judgment, may require the plaintiff/petitioner to file a bond in an amount approved by the court.

12-14-2023

DATE

Karla Caios

AFFIANT'S SIGNATURE

The above-named affiant personally appeared this day before the undersigned, and upon duly being sworn, made oath that the facts stated in this affidavit are true to the best of his or her knowledge, information and belief.

DATE

[] CLERK [] DEPUTY CLERK [] MAGISTRATE [] JUDGE [] INTAKE OFFICER

FOR NOTARY PUBLIC'S USE ONLY:State of Virginia[] City [] County of Fairfax

Acknowledged, subscribed and sworn to before me this

14

day of

December

, 20

23

8035468

NOTARY REGISTRATION NUMBER

Attn: M. York

NOTARY PUBLIC

(My commission expires: 3-31-2027)**NOTICE REGARDING APPOINTMENT OF COUNSEL TO REPRESENT ABSENT SERVICEMEMBER:**

Where appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act, the court may assess reasonable attorney fees and costs against any party as the court deems appropriate, including a party aggrieved by a violation of the Act, and shall direct in its order which of the parties to the case shall pay such fees and costs, except the Commonwealth unless it is the party that obtains the judgment. Further, counsel appointed pursuant to the Servicemembers Civil Relief Act shall not be selected by the plaintiff or have any affiliation with the plaintiff.

FOR COURT USE ONLY:**[] ORDER OF APPOINTMENT OF COUNSEL**

I find that appointment of counsel is required pursuant to 50 U.S.C. § 3931 or § 3932 or another section of the Servicemembers Civil Relief Act and therefore, I appoint the lawyer indicated below to represent the absent servicemember named as defendant/respondent above.

[] The lawyer shall be paid a fee of \$ for serving as counsel for the absent servicemember.

 Alina Maria Sander
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 30354
Ex. 2025-2028
NAME, ADDRESS
COURT
POINTED
LAWYER

NEXT HEARING DATE AND TIME

DATE

JUDGE

[] STAY OF PROCEEDINGS

I find that a stay of proceedings is required pursuant to 50 U.S.C. § 3931 and, therefore, such a stay, for a minimum period of 90 days, is ordered until

NEXT HEARING DATE AND TIME

JUDGE

DATE



Status Report
Pursuant to Servicemembers Civil Relief Act

SSN:

Birth Date: Sep-XX-1962

Last Name: WESSELLS

First Name: DEBORAH

Middle Name:

Status As Of: Nov-28-2023

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
BASED ON THE PERSONAL INFORMATION YOU PROVIDED, THERE ARE MULTIPLE RECORDS; ACCORDINGLY, DMDC CANNOT DEFINITIVELY IDENTIFY THE INDIVIDUAL AND IS UNABLE TO RELEASE ANY INFORMATION. WE STRONGLY RECOMMEND IN THIS CASE THAT YOU CALL THE SERVICE SCRA FOR ADDITIONAL VERIFICATION. A URL FOR THE SERVICE SCRA POINTS-OF-CONTACT IS PROVIDED BELOW.			

HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

Sam Yousefzadeh

Sam Yousefzadeh, Director
 Department of Defense - Manpower Data Center
 4800 Mark Center Drive, Suite 04E25
 Alexandria, VA 22350

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF FAIRFAX COUNTY

PJI LAW, PLC,

Plaintiff,

v.

DEBORAH WESSELLS,

Defendant.

Case No.: _____

DECLARATION

COMES NOW Karla Carias, pursuant to Va. Code Ann. § 8.01-4.3, and states the following under penalty of perjury:

1. I am over the age of eighteen and am familiar with the matters set forth herein.
2. I serve as the Billing Manager for PJI Law, PLC (the “Firm”).
3. As the Firm’s Billing Manager, I have the authority to execute this Declaration.
4. Deborah Wessells (the “Defendant”) was a former client of the Firm.
5. The Firm assisted the Defendant in a legal matter pursuant to a Client Agreement

signed May 17, 2022 (the “Agreement”) governing the scope of legal services as well as the terms of compensation for those services.

6. The Defendant failed to completely pay the Firm for the services rendered.
7. As of November 27, 2023, the Firm was owed a balance of \$11,030.34.
8. The Agreement allows for reasonable expenses to be reimbursed in the event of default including the Firm’s reasonable attorneys’ fees and court costs.
9. The Agreement also allows for interest at a rate of eighteen (18) percent per annum.
10. As the Firm’s Billing Manager, I have the authority to certify the authenticity of any records contemporaneously filed herewith.

11. The records contemporaneously filed herewith—namely (i) the Agreement, (ii) Invoice No. 13286 dated June 23, 2022, (iii) Invoice No. 13903 dated August 9, 2022, (iv) Invoice No. 14505 dated September 9, 2022, (v) Invoice No. 14949 dated October 11, 2022, (vi) Invoice No. 15410 dated November 4, 2022, (vii) Invoice No. 15952 dated December 13, 2022, (viii) Invoice No. 16388 dated January 9, 2023, (ix) Invoice No. 16999 dated February 20, 2023, (collectively the “Records”)—are true and correct copies of records that were made at or near the time of the occurrence of the matters set forth by, or from, the information transmitted by a person with knowledge of these matters.

12. The Records were kept in the regular course of Firm business and activity.

13. The Records were made by an employee with knowledge of those matters at or near the time of the occurrence of the matters as set forth in the Records.

14. The Records were made and kept by the regularly conducted activity of the Firm as a regular practice, on or about the time of the act or event recorded.

I declare under the penalty of perjury that the foregoing is true and accurate to the best of my knowledge and belief.

Date: 12-14-23

Karla Carias
Karla Carias
Billing Manager
PJI LAW, PLC
3900 Jermantown Road, Suite 220
Fairfax, VA 22030
Phone: (703) 865-6100
Fax: (703) 865-6125
E-Mail: billing@pjilaw.com

Subscribed and sworn to or affirmed before me on the 14 day of

December, 2023 by Karla Carias.

Alina M. Sander
Notary Public



Alina Maria Sander
NOTARY PUBLIC
Commonwealth of Virginia
Reg. # 8035468
My Commission Expires
March 31, 2027

3-31-27
My commission expires



3900 Jermantown Road Suite 220 Fairfax, VA 22030
Tel: (703) 865-6100 Fax: (703) 865-6125

Dear Deborah,

This Client Agreement ("Agreement") is between PJI Law, PLC ("we", "us" or the "Firm") and you, and is effective on the date that it has both of our signatures. It establishes the terms of our engagement as your counsel, outlines what both you and we agree to do as we work together, and protects both you and us from misunderstandings that could otherwise come up.

You have retained us to assist you with your estate administration matter ("this Matter"). We look forward to working with you side by side. The scope of this Matter may be enlarged from time to time by clear agreement of the Firm. Please note that the representation does not include any appeals unless we agree to it in writing, and that it does not include any tax advice.

Representation and Communication

As your legal counsel, we will stand by you, guide you, advise you, answer your questions, and otherwise do our very best for you with a focus on achieving your goal. We will make full use of our team to your benefit. This means that even though your primary communication may be with only a few members of our team, our lawyers and legal support staff in the Firm will be regularly discussing your matter amongst themselves, brainstorming, and exchanging ideas and solutions as necessary for your matter, so that our firm's entire collective weight and knowledge can be at your disposal.

You can rest assured that since you are retaining the entire Firm, rather than any particular individual, we will assemble the team of professionals best suited to serve your specific needs and requirements at each stage of the representation.

We will be honest, respectful, responsive, and caring. To help us do our best for you, you agree to cooperate with us fully, promptly, and honestly, and to provide us all of the information we need to assist you. If there is any change in your address, phone number, or email address, or if you become aware of any new relevant information that appears to be related to your matter, you agree to update us promptly. If we are unable to reach you for ten (10) days, we may have to withdraw from the representation.

If there are any problems, we will want to fix them immediately. So if at any time you become dissatisfied with our handling of your matter, you agree to inform us immediately so that we can resolve the problem.

With that said, you are free to terminate our representation at any time. We may also terminate this representation if you violate this Agreement or for any other reason as permitted or required by rules and regulations.

You understand that in this day and age there are risks to communicating through telecommunication devices, such as telephone and email, as those communications are susceptible to interception or breaches, and may therefore carry the potential for loss of confidentiality. With this knowledge, you agree to the risks associated with the use of such forms of communication in relation to this Matter. You also understand that if you use your work email in corresponding with us, depending on your employer's privacy policies you risk the waiver of confidentiality and the attorney-client privilege.

Fees and Expenses

In exchange for us beginning to provide the services listed above, you agree to the following fee structure: You will pay the Firm \$5,000.00 which will be placed in a trust account and divided as follows:

a) \$3,000.00 will be deposited in a trust account and will be treated as a deposit that is not intended to be used to pay fees, and that will remain until the termination of representation, unless at our discretion it is applied to any of your balance if we don't receive payment on time or if this Matter is being closed, or as we otherwise deem appropriate. Any unused part of the deposit will be returned to you by check at the end of the representation.

b) \$2,000.00 will be deposited in a trust account and will be used to pay for services and expenses when they are incurred. If these funds are not all used for services and expenses, the remainder will be returned to you by check at the end of the representation.

If the non-deposit trust funds are exhausted, you agree to pay any additional amounts invoiced by the due date indicated on the invoice.

We will collect payment information to be stored securely and you authorize us to charge the amount owed each billing period to the payment method provided (eCheck or credit/debit card). You agree that we will send invoices via email to the following email address: lambepie2@aol.com. We typically issue invoices on a monthly basis, but we may issue them more often and with varying due dates if there are periods of high case activity. Upon receipt of the invoice, you have the option to submit payment using any type of payment method that the firm accepts. If the invoice remains unpaid after eight (8) days, you agree that we are authorized to process payment with the payment method on file. You agree that no prior notification of this charge other than sending the bill to the email address indicated above will be provided. A receipt of any payments will be promptly provided to you at the email address on file. If the payment method provided is by eCheck, you agree that any charges in excess of \$5,000.00 will be processed in more than one transaction. In the event that your payment method is declined, you agree to provide another payment method before the due date on your invoice.

We will charge a one-time file-opening fee of \$150.00, as well as the following hourly fees for our services, divided into increments of tenths of an hour:

Attorney:	\$445.00
Paralegal:	\$245.00
Legal Assistant:	\$145.00

Actual time incurred may be calculated to the next higher tenth of an hour. You agree that we may reduce charges where we feel that specific services we provide do not warrant such charges. You agree with us determining, based on our professional knowledge and experience, the personnel that will perform various services on your matter based on a number of factors, including ethical considerations, the complexity of the service, efficiency, cost-effectiveness, urgency, availability, and other such factors. We reserve the right to make changes to the above fee structure in the future, but we must give you at least a 30-day notice of any changes, unless you agree to waive such notice.

In the course of this Matter, we might incur out-of-pocket costs and expenses on your behalf that are paid to third parties or spent on supplies, for example. You agree to reimburse us for the costs and expenses that we incur, including but not limited to: any court/government fees, courier service, photocopying, postage, travel

expenses, records requests, and other such costs. You agree to pay for some such costs and expenses before they are incurred by us or directly to the third party, if we request it.

You are welcome to make payments by check made out to *PJI Law, PLC* (dropped off or mailed to us), by eCheck (online or by calling us) or by credit card (online or by calling us). If you are paying by check, we may not begin representation until the check clears. You agree to pay \$35.00 for every returned check.

Your matter deserves our committed and uninterrupted attention. For this reason it is very important to ensure that the invoices are paid on time. You agree that if we do not receive payment by the due date indicated on an invoice, you will pay interest on the unpaid balance at 18.00% per annum, as calculated by our billing software on a monthly or other basis. In addition, if we engage in collection action to recover any unpaid funds, you agree to pay all costs of collection efforts, including collections fees incurred by the Firm and reasonable attorney's fees. You agree that where interest has accrued, payments made may, at our discretion, be applied to accrued interest before being applied to principal. You agree that any funds of yours in our possession may be applied to any unpaid balance on any matter you have with us. You agree that any fee dispute may, at our sole discretion, be submitted to binding arbitration by the Virginia State Bar fee dispute resolution program, and you agree to not contest any such submission. You understand that failure to pay on time may cause the Firm to terminate representation.

Miscellaneous

Each provision of this Agreement is severable. The invalidity or unenforceability of any provision paragraph, subparagraph, sentence, clause, phrase or term of this Agreement shall not affect or impair the validity or enforceability of any other provision, paragraph, subparagraph, sentence, clause, phrase or term of this Agreement.

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Both you and the Firm agree that any action brought to enforce any right or obligation hereunder shall be subject to the exclusive jurisdiction of the courts of the Commonwealth of Virginia, and the venue shall be in Fairfax County, Virginia.

This Agreement may be executed in several counterparts, but all counterparts shall constitute one and the same legal document. Faxed, scanned, or other legible copies of this Agreement shall constitute and be considered as an original Agreement for all legal purposes.

You agree that we may retain your case files for 10 (ten) years following the conclusion of this Matter, at which point they may be destroyed. You are welcome to request a copy of the file at any time that we still have it, and you agree that due to the time and effort required, we will charge for its preparation based on our then-current fee schedule, and that you will reimburse us for fees and costs incurred in preparing a copy of the file before it is delivered to you.

We will use our best efforts in representing you in this Matter, but you acknowledge that we can give no assurances as to the final outcome.

By signing below, you confirm that you understand and accept the terms of this Agreement.

Laura Kouremetis

Firm

PJI Law, PLC

By: Laura R. Kouremetis, Esq.

05/18/2022

Date



Client

Deborah Wessells

05/17/2022

Date

PJI Law, PLC - D. Wessells CLA - To Sign

AUDIT TRAIL

Created **05/17/2022**

Status

Completed

Transaction ID **fd9dbbd1-0fff-45ec-a610-d6b6702e59ae**Date Format **MM/DD/YYYY****Document Timeline**

→	SENT	05/17/2022 12:20:05 EDT	<i>Document sent to parties</i> Client - Nobuhle Mnikathi (nmnikathi@pjilaw.com)
⌚	VIEWED	05/17/2022 12:21:42 EDT	<i>Viewed by Client</i> Nobuhle Mnikathi (nmnikathi@pjilaw.com) IP: 37.19.199.212
⬇	SUBMITTED	05/17/2022 14:39:55 EDT	<i>Submitted by Client</i> Nobuhle Mnikathi (nmnikathi@pjilaw.com) IP: 174.216.161.188 GPS: 39.4534495552378, -77.9681630032382, Martinsburg, West Virginia
✓	COMPLETED	05/17/2022 14:39:55 EDT	<i>Signed document sent to all parties</i> Client - Nobuhle Mnikathi (nmnikathi@pjilaw.com)

PJI Law, PLC - D. Wessells CLA - Atty to Sign

AUDIT TRAIL

Created **05/18/2022**

Status

Completed

Transaction ID **386073c0-a249-4a3e-90d5-10dee3ca8676**Date Format **MM/DD/YYYY****Document Timeline**

 SENT	05/18/2022 11:30:32 EDT	<i>Document sent to parties</i> Attorney - Nobuhle Mnikathi (nmnikathi@pjilaw.com)
 VIEWED	05/18/2022 12:13:45 EDT	<i>Viewed by Attorney</i> Nobuhle Mnikathi (nmnikathi@pjilaw.com) IP: 24.252.171.55 GPS: 38.8454859, -77.3429525, Lee-Hi Village, Virginia
 SUBMITTED	05/18/2022 12:13:57 EDT	<i>Submitted by Attorney</i> Nobuhle Mnikathi (nmnikathi@pjilaw.com) IP: 24.252.171.55 GPS: 38.8454859, -77.3429525, Lee-Hi Village, Virginia
 COMPLETED	05/18/2022 12:13:57 EDT	<i>Signed document sent to all parties</i> Attorney - Nobuhle Mnikathi (nmnikathi@pjilaw.com)



3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 13286
 Date: 06/23/2022
 Due On: 07/03/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Services

Date	Service	Hours	Rate	Total
06/01/2022	Review and analyze additional information from client and continue updating Discovery Responses; emails to/from client regarding same; gather photos responsive to Discovery Requests; continued analysis of client options going forward in civil suits and creditor's claim	0.70	\$445.00	\$311.50
06/01/2022	Process various pleadings returned from Loudoun Circuit Court; relay to Attorney and Case Coordinator; upload into Clio	1.70	\$145.00	\$246.50
06/01/2022	Email correspondence with client: confirm receipt of attachment (Text messages with Dottie); process and upload attachment to matter	0.10	\$145.00	\$14.50
06/01/2022	Call to client; no answer	0.10	\$0.00	\$0.00
06/02/2022	Final review and finalize Discovery Responses; emails to/from client regarding same	0.50	\$445.00	\$222.50
06/02/2022	Call to Opposing Counsel; left message	0.10	\$0.00	\$0.00
06/02/2022	Draft email to client regarding emails received/forwarded from Welcome Specialist	0.10	\$145.00	\$14.50
06/02/2022	Phone conference with Opposing Counsel regarding Discovery Responses	0.10	\$445.00	\$44.50
06/02/2022	Prepare Responses to Requests for Interrogatories and Requests for Production of Documents to be filed with Loudoun County Circuit Court; arrange for courier; mail and fax same to Opposing Counsel; update Attorney	0.50	\$145.00	\$72.50

06/02/2022	Email correspondence: confirming the relaying of questions regarding Estate and how much it is worth; relay to Attorney and Case Coordinator	0.10	\$145.00	\$14.50
06/02/2022	Process filed Plaintiff's Objection and Answers to Defendant's First Set of Interrogatories and Plaintiff's Objection and Answers to Defendant's First Request for Production of Documents; Relay to Attorney and Case Coordinator; Upload to Clio	0.20	\$145.00	\$29.00
06/03/2022	Internal Meeting: with client regarding documents client dropped off; relay to Attorney, Case Coordinator, and Office Manager	0.20	\$145.00	\$29.00
06/03/2022	Begin processing documents client hand delivered including mail, court filings, and delinquent statements; update Attorney and Case Coordinator	0.70	\$145.00	\$101.50
06/06/2022	Email correspondence with client: confirm receipt of and review series of emails from client containing links and additional information; provide links to Attorney	0.20	\$145.00	\$29.00
06/06/2022	Process clients hand delivered Motions, Orders, IRS Transcripts, and Delinquent Notices; Update Attorney and Case Coordinator; Upload to Clio	1.80	\$145.00	\$261.00
06/06/2022	Email correspondence with client: process attachments from series of emails (Photos of people at gravesite, people at client's home, client's children, etc) and upload to matter; update Attorney	0.40	\$145.00	\$58.00
06/07/2022	Email correspondence with client: regarding if/when there is a hearing and to inform Case Coordinator client will stop by office with phone containing text messages, as well as bank statements; update Welcome Specialist; confirm receipt of and process images of Dotti liking photo of client on Facebook and upload to matter	0.10	\$145.00	\$14.50
06/07/2022	Administrative: coordinate with legal team regarding obtaining a Power of Attorney from Frederick County Maryland	0.10	\$145.00	\$14.50
06/07/2022	Meeting with Client in office to drop off documents and Iphone; relay to Attorney and Case Coordinator	0.20	\$145.00	\$29.00
06/08/2022	Email correspondence with client: confirm receipt of and process several attachments into matter (Dottie and Andy marriage, John her husband, and so forth)	0.20	\$145.00	\$29.00
06/08/2022	Email correspondence with client: follow up with client to confirm receipt of emails with attachments (Claim Against Estate, Photo of John, etc.) and to confirm receipt of phone message; speak with client regarding received email; follow up with client via email regarding same; relay message to Attorney	0.20	\$145.00	\$29.00
06/08/2022	Email correspondence with client: regarding email to Intake Specialist pertaining to picked up documents, dropped off phone, docket hearing, etc; relay message to Attorney	0.10	\$145.00	\$14.50
06/08/2022	Telephone correspondence with client: attempt to reach client regarding missed call	0.10	\$0.00	\$0.00
06/09/2022	Email correspondence with client: confirm receipt of email regarding	0.10	\$145.00	\$14.50

questions pertaining to auction for the house or sale of decedent property, monetary value of reporting estate assets, what assets have been reported as such, negotiations, and hearing

06/09/2022	Email correspondence with client: follow up with client via email regarding Power of Attorney, client's husband's full name, and addresses for land records; update Legal Assistant	0.20	\$145.00	\$29.00
06/09/2022	Process clients hand delivered Monthly Woodforest Bank Statements from 2020 to 2022; upload to Clio; relay to Attorney and Case Coordinator	1.60	\$145.00	\$232.00
06/09/2022	Telephone correspondence with client: attempt to reach client via phone	0.10	\$0.00	\$0.00
06/10/2022	Search MD land records for deeds	0.20	\$145.00	\$29.00
06/10/2022	Email correspondence with client: regarding John's full name, two addresses/properties regarding land records, and contact information for firm that produced Power of Attorney for John; relay information to Legal Assistant to obtain land records; process and upload land records to matter; update Attorney	0.40	\$145.00	\$58.00
06/10/2022	Obtain original deed from MD	0.10	\$145.00	\$14.50
06/10/2022	Search land records for VA deed	0.10	\$145.00	\$14.50
06/10/2022	Telephone correspondence: leave voicemail with Konoski & Partners Firm regarding Power of Attorney document for John S. Wessells	0.10	\$0.00	\$0.00
06/10/2022	Telephone correspondence: with Loudoun County Circuit Court regarding if Power of Attorney document was filed under John's name	0.10	\$145.00	\$14.50
06/10/2022	Telephone correspondence: with Frederick County Maryland Circuit Court and General District Court to request a Power of Attorney; update Case Coordinator	0.30	\$145.00	\$43.50
06/13/2022	Email correspondence with client: review emails from client with information pertaining to John, the house, Dottie, text messages, and so forth; confirm receipt of information pertaining to home and John; relay information to Attorney	0.10	\$145.00	\$14.50
06/14/2022	Telephone correspondence: leave voicemail with firm that may have produced John's Power of Attorney	0.10	\$0.00	\$0.00
06/14/2022	Email correspondence with client: regarding if needed documents have been obtained; images of texts with Heather Laverty, images of a search on John's background; confirm receipt of email with update on Power of Attorney	0.50	\$145.00	\$72.50
06/15/2022	Email correspondence with client: regarding contact information for alternative firm that may have drafted John's Power of Attorney	0.10	\$145.00	\$14.50
06/15/2022	Begin Supplemental Discovery including reviewing numerous client emails and information provided regarding divorce, Frederick case, pictures of family, and receipts	0.50	\$445.00	\$222.50
06/15/2022	Telephone correspondence with client: schedule phone meeting with	0.10	\$0.00	\$0.00

Attorney					
06/16/2022	Continue review and analysis of emails, information, and documentation provided by client; review and analyze numerous pleadings in Court Probate File and the three Civil Court Cases to determine current status and arguments made by Opposing Counsel; continued assessment of standing issue and search into case law to find support of client's position; analysis of client options and evidentiary outcomes; coordinate review of text messages for information pertinent to case; prepare topics to discuss for phone call and options; emails to/from client	2.80	\$445.00	\$1,246.00	
06/16/2022	Telephone correspondence: with Jenkins Block and Associates regarding Power of Attorney document for John; relay update to client via email; update Attorney	0.20	\$145.00	\$29.00	
06/16/2022	Telephone correspondence: call Frederick County Jail and speak with clerk; leave voicemail with alternative clerk at Frederick County Jail; update client via email; update Attorney	0.30	\$145.00	\$43.50	
06/16/2022	Email correspondence with client: regarding needing clarification on email dated June 16 from client	0.20	\$145.00	\$29.00	
06/16/2022	Telephone correspondence: with Frederick Memorial Hospital regarding Power of Attorney for John	0.40	\$145.00	\$58.00	
06/16/2022	Telephone correspondence with client: attempt to reach client regarding client's emails	0.10	\$0.00	\$0.00	
06/16/2022	Phone conference with client regarding current status of cases, other pending lawsuits, issue of standing and Demurrer/Plea in Bar, Power of Attorney, Guardianship, and Creditor's Claim, client options and likelihood of success, cost factors, and information and documentation needed	1.10	\$445.00	\$489.50	
06/16/2022	Email correspondence with client: regarding Social Security firm No.1 and Power of Attorney	0.10	\$145.00	\$14.50	
06/16/2022	Telephone correspondence: attempt to reach Loudoun County General District Court	0.05	\$0.00	\$0.00	
06/17/2022	Email correspondence with client: receive series of emails with attachments (screenshots of contact information for hospital, police departments, etc., photos of tax documents, Typographical Power of Attorney, etc); process and upload to matter; confirm receipt of each email with client; update Attorney	0.60	\$145.00	\$87.00	
06/17/2022	Telephone correspondence: with Loudoun County Land Records regarding Power of Attorney; with Loudoun County General District and Circuit Court regarding same; update Attorney	0.30	\$145.00	\$43.50	
06/17/2022	Emails to/from client regarding further information provided by client on husband's mental condition and issue of standing	0.30	\$445.00	\$133.50	
06/20/2022	Email correspondence with client: confirm receipt of series of emails with attachments (from Frederick Circuit Court pertaining to different Motions, also included links to YouTube Videos), process, and upload to matter	0.50	\$145.00	\$72.50	

06/20/2022	Review and respond to series of client emails, including comprehensive email to client regarding analysis of case strategy and next steps	0.70	\$445.00	\$311.50
06/21/2022	Review emails from client regarding further information on John's mental capacity and information on potential witnesses; email to client in response	0.20	\$445.00	\$89.00
06/21/2022	Attorney conference regarding standing issue of client	0.20	\$445.00	\$89.00
06/21/2022	Further brief analysis on establishing prior intent and imposition of will, voiding current will as a result of undue influence, and viability of these options	0.20	\$445.00	\$89.00
06/21/2022	Conference: strategic meeting regarding creditors claim and standing argument for undue influence claim	0.20	\$445.00	\$89.00
Quantity Subtotal				21.65
Services Subtotal				\$5,266.00

Expenses

Date	Service	Expense	Cost	Total
06/02/2022	Postage	1.00	\$1.76	\$1.76
06/02/2022	Courier costs	1.00	\$47.97	\$47.97
06/02/2022	Courier costs	1.00	\$65.26	\$65.26
Expenses Subtotal				\$114.99
Subtotal				\$5,380.99

Interest

Type	Date	Description	Total
Interest	07/04/2022	Interest on overdue invoice #13286	\$26.54
Interest	08/03/2022	Interest on overdue invoice #13286	\$79.61
Interest	09/02/2022	Interest on overdue invoice #13286	\$77.24
Interest	10/02/2022	Interest on overdue invoice #13286	\$69.84
Interest	12/01/2022	Interest on overdue invoice #13286	\$95.31
Interest	12/31/2022	Interest on overdue invoice #13286	\$32.86

Interest	03/01/2023	Interest on overdue invoice #13286	\$59.18
Interest	03/31/2023	Interest on overdue invoice #13286	\$29.59
Interest	04/30/2023	Interest on overdue invoice #13286	\$29.59
Interest	05/30/2023	Interest on overdue invoice #13286	\$29.59
Interest	06/29/2023	Interest on overdue invoice #13286	\$29.59
Interest	07/29/2023	Interest on overdue invoice #13286	\$29.59
Interest	08/28/2023	Interest on overdue invoice #13286	\$29.59
Interest	09/27/2023	Interest on overdue invoice #13286	\$29.59
Interest	10/27/2023	Interest on overdue invoice #13286	\$29.59
Interest	11/26/2023	Interest on overdue invoice #13286	\$29.59

Interest Subtotal **\$706.89**

Quantity Total **21.65**

Subtotal **\$5,380.99**

Interest **\$706.89**

Total **\$6,087.88**

Payment (08/23/2022) **-\$160.00**

Payment (09/28/2022) **-\$500.00**

Payment (10/03/2022) **-\$500.00**

Payment (11/01/2022) **-\$1,000.00**

Payment (12/02/2022) **-\$500.00**

Payment (12/06/2022) **-\$500.00**

Payment (02/08/2023) **-\$220.99**

Payment (02/08/2023) **-\$26.54**

Payment (02/08/2023) **-\$79.61**

Payment (02/08/2023) **-\$77.24**

Payment (02/08/2023) **-\$69.84**

Payment (02/08/2023) **-\$95.31**

Payment (02/08/2023) **-\$32.86**

Balance Owing **\$2,325.49**

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86
02/08/2023		Payment for bill #13286	Wessells-14325	\$77.24		\$2,595.62
02/08/2023		Payment for bill #13286	Wessells-14325	\$69.84		\$2,525.78
02/08/2023		Payment for bill #13286	Wessells-14325	\$95.31		\$2,430.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$32.86		\$2,397.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$1,005.00		\$1,392.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$5.03		\$1,387.58
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,372.71
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,357.84
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,342.97
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,328.10
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,313.23
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,298.36
02/08/2023		Payment for bill #13903	Wessells-14325	\$1,298.36		\$0.00
Trust Account Balance					\$0.00	

Please make all amounts payable to: PJI Law, PLC.

Please pay by the due date shown above. 18.0% simple annual interest will be charged every 30 days.



3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 13903
 Date: 08/09/2022
 Due On: 08/19/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Date	Service	Hours	Rate	Total
07/01/2022	Telephone correspondence: with Loudoun County Probate Division regarding if an Inventory was filed in the case	0.10	\$145.00	\$14.50
07/01/2022	Telephone correspondence: attempt to reach Commissioner of Accounts Office (closed due to holiday); update Attorney on efforts regarding Inventory	0.10	\$0.00	\$0.00
07/05/2022	Telephone correspondence: leave voicemail with Loudoun County Commissioner of Accounts office regarding Inventory	0.10	\$0.00	\$0.00
07/05/2022	Email correspondence: with Loudoun County Commissioner of Accounts regarding checking the Estate for filed Inventory	0.10	\$145.00	\$14.50
07/05/2022	Emails to/from client regarding client questions on timeline of case and other information from client pertaining to behavior of other parties	0.20	\$445.00	\$89.00
07/06/2022	Email correspondence: with Loudoun County Commissioner of Accounts Office regarding Inventory that has not been audited or approved; process and upload to matter; update Attorney	0.10	\$145.00	\$14.50
07/06/2022	Email correspondence with client: regarding client heading in to Doctor's appointment; update Attorney	0.10	\$0.00	\$0.00
07/07/2022	Email correspondence with client: provide client with copy of not approved or audited Inventory from Commissioner of Accounts Office	0.10	\$145.00	\$14.50
07/07/2022	Email correspondence with client: regarding question about Inventory request that client submitted to the Commissioner of Accounts office	0.10	\$145.00	\$14.50
07/07/2022	Email correspondence with client: regarding if Case Coordinator can	0.10	\$145.00	\$14.50

email Mr. Miller and Andy White for the complete Inventory or if client should email those parties in addition to the Commissioner's office				
07/08/2022	Emails to/from client regarding attorney communication and emails to/ from Opposing Counsel regarding same and inventory request	0.20	\$445.00	\$89.00
07/14/2022	Review Inventory of Estate	0.10	\$445.00	\$44.50
07/18/2022	Review numerous emails from client regarding Andy's status as convicted felon, behavior of Dottie and Andy, conversations with Commissioner's Office and Inventory; emails to client regarding items needed and next steps	0.40	\$445.00	\$178.00
07/20/2022	Review email from Opposing Counsel regarding Discovery deficiencies; several emails to/from client regarding update from client and questions for client; search into viability of client legal claims and standing specifically in imposing a will; assessment of Opposing Counsel's allegations and intentions to re-set Plea in Bar	0.70	\$445.00	\$311.50
07/21/2022	Conference: research and strategic meeting regarding suit to establish will based on oral evidence	0.20	\$445.00	\$89.00
07/22/2022	Emails to/from Opposing Counsel regarding Plea in Bar and Demurrer and discovery responses; emails to/from client regarding discovery responses and request for inventory of personal property	0.30	\$445.00	\$133.50
07/25/2022	Email correspondence with client: receive, process, and upload Disney Paystub 20220717-20220723 to matter; update Attorney; receive, process and upload Disney World Email regarding Corrections to Main Entrance Pass to matter; update Attorney	0.10	\$145.00	\$14.50
07/26/2022	Email correspondence with client: receive, process and upload to matter Disney's Verification of Family Leave for December 2022 to February 2, 2022; update Attorney	0.10	\$145.00	\$14.50
07/28/2022	Review numerous text messages (John Cell)	1.80	\$145.00	\$261.00
				Quantity Subtotal
				5.0
				Subtotal
				\$1,311.50

Interest

Type	Date	Description	Total
Interest	08/20/2022	Interest on overdue invoice #13903	\$6.47
Interest	09/19/2022	Interest on overdue invoice #13903	\$19.40
Interest	10/19/2022	Interest on overdue invoice #13903	\$19.40
Interest	11/18/2022	Interest on overdue invoice #13903	\$19.40

Interest	12/18/2022	Interest on overdue invoice #13903	\$19.40
Interest	01/17/2023	Interest on overdue invoice #13903	\$19.40
Interest	02/16/2023	Interest on overdue invoice #13903	\$0.19
Interest	03/18/2023	Interest on overdue invoice #13903	\$0.19
Interest	04/17/2023	Interest on overdue invoice #13903	\$0.19
Interest	05/17/2023	Interest on overdue invoice #13903	\$0.19
Interest	06/16/2023	Interest on overdue invoice #13903	\$0.19
Interest	07/16/2023	Interest on overdue invoice #13903	\$0.19
Interest	08/15/2023	Interest on overdue invoice #13903	\$0.19
Interest	09/14/2023	Interest on overdue invoice #13903	\$0.19
Interest	10/14/2023	Interest on overdue invoice #13903	\$0.19
Interest	11/13/2023	Interest on overdue invoice #13903	\$0.19

Interest Subtotal	\$105.37
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Quantity Total	5.0
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Subtotal	\$1,311.50
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Interest	\$105.37
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Total	\$1,416.87
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Payment (02/08/2023)	-\$1,298.36
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Balance Owing	\$118.51
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Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86

02/08/2023	Payment for bill #13286	Wessells-14325	\$77.24	\$2,595.62
02/08/2023	Payment for bill #13286	Wessells-14325	\$69.84	\$2,525.78
02/08/2023	Payment for bill #13286	Wessells-14325	\$95.31	\$2,430.47
02/08/2023	Payment for bill #13286	Wessells-14325	\$32.86	\$2,397.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$1,005.00	\$1,392.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$5.03	\$1,387.58
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,372.71
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,357.84
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,342.97
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,328.10
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,313.23
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,298.36
02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
Trust Account Balance				\$0.00

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3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 14505
 Date: 09/09/2022
 Due On: 09/19/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Date	Service	Hours	Rate	Total
08/08/2022	Email correspondence with client: regarding attachment not in email and request to be resent; confirm receipt of Disney Paystub attachment, process and upload to matter	0.10	\$145.00	\$14.50
08/19/2022	Email to client regarding next steps and outstanding bill	0.10	\$0.00	\$0.00
08/23/2022	Emails to/from Opposing Counsel regarding outstanding Discovery; emails to/from client regarding creditor's claim and anticipated costs of litigation	0.20	\$445.00	\$89.00
08/25/2022	Email correspondence with client: regarding pay stub not attached to client's email	0.10	\$0.00	\$0.00
08/25/2022	Emails to/from client regarding comprehensive explanation from client about creditor's claim, evidence to support the claim, Expert Witness options and next steps	0.20	\$445.00	\$89.00
Quantity Subtotal				0.7
Subtotal				\$192.50

Interest

Type	Date	Description	Total
Interest	09/20/2022	Interest on overdue invoice #14505	\$0.95

Interest	10/20/2022	Interest on overdue invoice #14505	\$2.85
Interest	11/19/2022	Interest on overdue invoice #14505	\$2.85
Interest	12/19/2022	Interest on overdue invoice #14505	\$2.85
Interest	01/18/2023	Interest on overdue invoice #14505	\$2.85
Interest	02/17/2023	Interest on overdue invoice #14505	\$2.85
Interest	03/19/2023	Interest on overdue invoice #14505	\$2.85
Interest	04/18/2023	Interest on overdue invoice #14505	\$2.85
Interest	05/18/2023	Interest on overdue invoice #14505	\$2.85
Interest	06/17/2023	Interest on overdue invoice #14505	\$2.85
Interest	07/17/2023	Interest on overdue invoice #14505	\$2.85
Interest	08/16/2023	Interest on overdue invoice #14505	\$2.85
Interest	09/15/2023	Interest on overdue invoice #14505	\$2.85
Interest	10/15/2023	Interest on overdue invoice #14505	\$2.85
Interest	11/14/2023	Interest on overdue invoice #14505	\$2.85

Interest Subtotal	\$40.85
Quantity Total	0.7
Subtotal	\$192.50
Interest	\$40.85
Total	\$233.35

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86

02/08/2023	Payment for bill #13286	Wessells-14325	\$77.24	\$2,595.62
02/08/2023	Payment for bill #13286	Wessells-14325	\$69.84	\$2,525.78
02/08/2023	Payment for bill #13286	Wessells-14325	\$95.31	\$2,430.47
02/08/2023	Payment for bill #13286	Wessells-14325	\$32.86	\$2,397.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$1,005.00	\$1,392.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$5.03	\$1,387.58
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,372.71
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,357.84
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,342.97
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,328.10
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,313.23
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,298.36
02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
Trust Account Balance				\$0.00

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3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 14949
 Date: 10/11/2022
 Due On: 10/21/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Services

Date	Service	Hours	Rate	Total
09/09/2022	Review and identify specific text conversations for further analysis; read through and begin to extract text messages between client and Dotti White	1.30	\$245.00	\$318.50
09/15/2022	Continue reviewing text messages with Dotti White for Attorney	0.40	\$245.00	\$98.00
09/16/2022	Review and extract texts between client and Dotti White	2.50	\$245.00	\$612.50
09/20/2022	Review text messages between client and husband; begin extracting messages	1.30	\$245.00	\$318.50
09/20/2022	Brief review of Discovery Deficiency Letter from Opposing Counsel	0.10	\$445.00	\$44.50
09/21/2022	Emails to/from Opposing Counsel regarding Discovery Deficiencies	0.10	\$445.00	\$44.50
09/21/2022	Review text messages between client and husband; review and identify other conversations to analyze; continue review of text messages	3.30	\$245.00	\$808.50
09/21/2022	Phone conference with Opposing Counsel regarding Discovery Deficiencies	0.10	\$445.00	\$44.50
09/21/2022	Email to client regarding possible withdrawal, overdue bills, and Discovery Deficiencies	0.30	\$445.00	\$133.50
09/22/2022	Review remaining text messages; begin production/organization of extracted messages for Attorney review	5.50	\$245.00	\$1,347.50
09/23/2022	Continue production/organization of extracted messages for Attorney	3.00	\$145.00	\$435.00

review				
09/27/2022	Organize and update naming designations in matter; update Attorney	0.10	\$145.00	\$14.50
09/27/2022	Review proposed Agreed Order regarding Discovery from Opposing Counsel and extended deadline to November 28; emails to/from Opposing Counsel regarding same	0.20	\$445.00	\$89.00
			Quantity Subtotal	18.2
			Services Subtotal	\$4,309.00

Expenses

Date	Service	Expense	Cost	Total
09/23/2022	Print Costs	1.00	\$7.50	\$7.50
			Expenses Subtotal	\$7.50
			Subtotal	\$4,316.50

Interest

Type	Date	Description	Total
Interest	10/22/2022	Interest on overdue invoice #14949	\$21.29
Interest	11/21/2022	Interest on overdue invoice #14949	\$63.86
Interest	12/21/2022	Interest on overdue invoice #14949	\$63.86
Interest	01/20/2023	Interest on overdue invoice #14949	\$63.86
Interest	02/19/2023	Interest on overdue invoice #14949	\$63.86
Interest	03/21/2023	Interest on overdue invoice #14949	\$63.86
Interest	04/20/2023	Interest on overdue invoice #14949	\$63.86
Interest	05/20/2023	Interest on overdue invoice #14949	\$63.86
Interest	06/19/2023	Interest on overdue invoice #14949	\$63.86
Interest	07/19/2023	Interest on overdue invoice #14949	\$63.86
Interest	08/18/2023	Interest on overdue invoice #14949	\$63.86
Interest	09/17/2023	Interest on overdue invoice #14949	\$63.86

Interest	10/17/2023	Interest on overdue invoice #14949	\$63.86
Interest	11/16/2023	Interest on overdue invoice #14949	\$63.86
			Interest Subtotal \$851.47
			Quantity Total 18.2
			Subtotal \$4,316.50
			Interest \$851.47
			Total \$5,167.97

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86
02/08/2023		Payment for bill #13286	Wessells-14325	\$77.24		\$2,595.62
02/08/2023		Payment for bill #13286	Wessells-14325	\$69.84		\$2,525.78
02/08/2023		Payment for bill #13286	Wessells-14325	\$95.31		\$2,430.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$32.86		\$2,397.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$1,005.00		\$1,392.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$5.03		\$1,387.58
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,372.71
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,357.84
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,342.97
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,328.10
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,313.23
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,298.36

02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
		Trust Account Balance		\$0.00

Please make all amounts payable to: PJI Law, PLC.

Please pay by the due date shown above. 18.0% simple annual interest will be charged every 30 days.



3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 15410
 Date: 11/04/2022
 Due On: 11/14/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Date	Service	Hours	Rate	Total
10/13/2022	Emails to/from Opposing Counsel regarding proposed Agreed Order	0.10	\$445.00	\$44.50
10/21/2022	Attorney conference and phone call with opposing counsel regarding settlement	0.40	\$445.00	\$178.00
10/26/2022	Phone call with client regarding case status; phone all with opposing counsel to convey settlement demand	0.50	\$445.00	\$222.50
			Quantity Subtotal	1.0
			Subtotal	\$445.00

Interest

Type	Date	Description	Total
Interest	11/15/2022	Interest on overdue invoice #15410	\$2.19
Interest	12/15/2022	Interest on overdue invoice #15410	\$6.58
Interest	01/14/2023	Interest on overdue invoice #15410	\$6.58
Interest	02/13/2023	Interest on overdue invoice #15410	\$6.58
Interest	03/15/2023	Interest on overdue invoice #15410	\$6.58

Interest	04/14/2023	Interest on overdue invoice #15410	\$6.58
Interest	05/14/2023	Interest on overdue invoice #15410	\$6.58
Interest	06/13/2023	Interest on overdue invoice #15410	\$6.58
Interest	07/13/2023	Interest on overdue invoice #15410	\$6.58
Interest	08/12/2023	Interest on overdue invoice #15410	\$6.58
Interest	09/11/2023	Interest on overdue invoice #15410	\$6.58
Interest	10/11/2023	Interest on overdue invoice #15410	\$6.58
Interest	11/10/2023	Interest on overdue invoice #15410	\$6.58
			Interest Subtotal \$81.15
			Quantity Total 1.0
			Subtotal \$445.00
			Interest \$81.15
			Total \$526.15

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86
02/08/2023		Payment for bill #13286	Wessells-14325	\$77.24		\$2,595.62
02/08/2023		Payment for bill #13286	Wessells-14325	\$69.84		\$2,525.78
02/08/2023		Payment for bill #13286	Wessells-14325	\$95.31		\$2,430.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$32.86		\$2,397.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$1,005.00		\$1,392.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$5.03		\$1,387.58

02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,372.71
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,357.84
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,342.97
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,328.10
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,313.23
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,298.36
02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
		Trust Account Balance		\$0.00

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 Fairfax, Virginia 22030
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 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 15952
 Date: 12/13/2022
 Due On: 12/23/2022

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Services

Date	Service	Hours	Rate	Total
11/02/2022	Review and respond to client emails regarding settlement and sale of house	0.20	\$445.00	\$89.00
11/07/2022	Review Response Letter from Opposing Counsel and email to client regarding same	0.30	\$445.00	\$133.50
11/08/2022	Receive Letter regarding Potential Settlement; upload document to Clio; notify attorney; update mail log	0.10	\$145.00	\$14.50
11/10/2022	Phone call with client regarding social media posts	0.20	\$445.00	\$89.00
11/15/2022	Prepare Discovery Responses; emails to/from client and email to Opposing Counsel regarding social media posts	1.20	\$445.00	\$534.00
11/16/2022	Review email from client regarding client requests and continue coordination of text messages for Discovery Responses	0.20	\$445.00	\$89.00
11/17/2022	Print text messages for case; send list of recipients to Laura for further review; upload documents to Clio	1.50	\$145.00	\$217.50
11/17/2022	Determine contacts on client phone to obtain text messages in response to Discovery	0.10	\$445.00	\$44.50
11/22/2022	Finish preparing Supplemental Discovery Response (documents) to Opposing Counsel and prepare Letter regarding same	0.60	\$445.00	\$267.00
11/23/2022	Prepare Discovery for opposing counsel; send via priority mail; upload	0.50	\$145.00	\$72.50

documents to Clio

11/28/2022	Review Settlement Offer from Opposing Counsel and email to client regarding same and reasoning and bases for possible counteroffer amount, including concerns about client's case; brief review of other emails from client	0.50	\$445.00	\$222.50
11/29/2022	Emails to/from client regarding settlement options and client concerns regarding Opposing Party behavior	0.20	\$445.00	\$89.00
11/30/2022	Emails to/from client regarding Settlement Offer and factors to consider	0.30	\$445.00	\$133.50
				Quantity Subtotal 5.9
				Services Subtotal \$1,995.50

Expenses

Date	Service	Expense	Cost	Total
11/23/2022	Postage	1.00	\$17.05	\$17.05
				Expenses Subtotal \$17.05
				Subtotal \$2,012.55

Interest

Type	Date	Description	Total
Interest	12/24/2022	Interest on overdue invoice #15952	\$9.92
Interest	01/23/2023	Interest on overdue invoice #15952	\$29.77
Interest	03/24/2023	Interest on overdue invoice #15952	\$59.55
Interest	05/23/2023	Interest on overdue invoice #15952	\$59.55
Interest	06/22/2023	Interest on overdue invoice #15952	\$29.77
Interest	07/22/2023	Interest on overdue invoice #15952	\$29.77
Interest	08/21/2023	Interest on overdue invoice #15952	\$29.77
Interest	09/20/2023	Interest on overdue invoice #15952	\$29.77
Interest	10/20/2023	Interest on overdue invoice #15952	\$29.77
Interest	11/19/2023	Interest on overdue invoice #15952	\$29.77

Interest Subtotal **\$337.41**

Quantity	Total	5.9
	Subtotal	\$2,012.55
	Interest	\$337.41
	Total	\$2,349.96

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86
02/08/2023		Payment for bill #13286	Wessells-14325	\$77.24		\$2,595.62
02/08/2023		Payment for bill #13286	Wessells-14325	\$69.84		\$2,525.78
02/08/2023		Payment for bill #13286	Wessells-14325	\$95.31		\$2,430.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$32.86		\$2,397.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$1,005.00		\$1,392.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$5.03		\$1,387.58
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,372.71
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,357.84
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,342.97
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,328.10
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,313.23
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$1,298.36
02/08/2023		Payment for bill #13410	Wessells-14325	\$14.87		\$0.00
02/08/2023		Payment for bill #13903	Wessells-14325	\$1,298.36		
					Trust Account Balance	\$0.00

Please make all amounts payable to: PJI Law, PLC.

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3900 Jermantown Road, Suite 220
 Fairfax, Virginia 22030
 Phone: 703-865-6100
 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 16388
 Date: 01/09/2023
 Due On: 01/20/2023

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Date	Service	Hours	Rate	Total
12/01/2022	Emails to/from client regarding Settlement Offer	0.10	\$445.00	\$44.50
12/12/2022	Emails to/from client regarding standing and counteroffer	0.10	\$445.00	\$44.50
12/14/2022	Call with client regarding Motions for Withdrawal; confer with Billing Manager; relay message to responsible Attorney, Managing Attorney, and Billing Manager via email	0.30	\$0.00	\$0.00
12/19/2022	Email to Opposing Counsel with settlement offer	0.10	\$445.00	\$44.50
12/20/2022	Emails regarding withdrawal/settlement and send Motions and Orders	0.20	\$0.00	\$0.00
12/21/2022	Emails to/from client	0.10	\$0.00	\$0.00
Quantity Subtotal				0.9
Subtotal				\$133.50

Interest

Type	Date	Description	Total
Interest	01/21/2023	Interest on overdue invoice #16388	\$0.72
Interest	02/20/2023	Interest on overdue invoice #16388	\$1.98

Interest	03/22/2023	Interest on overdue invoice #16388	\$1.98
Interest	04/21/2023	Interest on overdue invoice #16388	\$1.98
Interest	05/21/2023	Interest on overdue invoice #16388	\$1.98
Interest	06/20/2023	Interest on overdue invoice #16388	\$1.98
Interest	07/20/2023	Interest on overdue invoice #16388	\$1.98
Interest	08/19/2023	Interest on overdue invoice #16388	\$1.98
Interest	09/18/2023	Interest on overdue invoice #16388	\$1.98
Interest	10/18/2023	Interest on overdue invoice #16388	\$1.98
Interest	11/17/2023	Interest on overdue invoice #16388	\$1.98
		Interest Subtotal	\$20.52
		Quantity Total	0.9
		Subtotal	\$133.50
		Interest	\$20.52
		Total	\$154.02

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00
06/03/2022		Payment for bill #13053	Wessells-14325	\$2,000.00		\$3,000.00
02/08/2023		Payment for bill #13286	Wessells-14325	\$220.99		\$2,779.01
02/08/2023		Payment for bill #13286	Wessells-14325	\$26.54		\$2,752.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$79.61		\$2,672.86
02/08/2023		Payment for bill #13286	Wessells-14325	\$77.24		\$2,595.62
02/08/2023		Payment for bill #13286	Wessells-14325	\$69.84		\$2,525.78
02/08/2023		Payment for bill #13286	Wessells-14325	\$95.31		\$2,430.47
02/08/2023		Payment for bill #13286	Wessells-14325	\$32.86		\$2,397.61
02/08/2023		Payment for bill #13410	Wessells-14325	\$1,005.00		\$1,392.61

02/08/2023	Payment for bill #13410	Wessells-14325	\$5.03	\$1,387.58
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,372.71
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,357.84
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,342.97
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,328.10
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,313.23
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,298.36
02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
		Trust Account Balance		\$0.00

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 Fairfax, Virginia 22030
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 Fax: 703-865-6125
 www.pjilaw.com

Invoice

Invoice # 16999
 Date: 02/20/2023
 Due On: 03/03/2023

Ms. Deborah Wessells
 820 Tritapoe Drive
 Knoxville, MD 21758

Wessells-14325

Services

Date	Service	Hours	Rate	Total
01/11/2023	Email to Opposing Counsel following up regarding Settlement Counteroffer	0.10	\$445.00	\$44.50
01/13/2023	Emails to/from client regarding settlement	0.10	\$445.00	\$44.50
01/13/2023	Emails to/from Opposing Counsel	0.10	\$445.00	\$44.50
01/25/2023	Prepare docs for hearing on withdrawal and meeting with Kevin	0.40	\$0.00	\$0.00
01/25/2023	Confer with attorney regarding Friday's withdrawal motion; review documents from regarding the same	0.40	\$0.00	\$0.00
01/27/2023	Appear for withdrawal hearing in Loudoun County Circuit Court	0.30	\$0.00	\$0.00
				Quantity Subtotal 1.4
				Services Subtotal \$133.50

Expenses

Date	Service	Expense	Cost	Total
01/13/2023	Postage	1.00	\$2.16	\$2.16
01/13/2023	Postage	1.00	\$2.16	\$2.16

01/13/2023	No charge courier costs (\$67.06)	1.00	\$0.00	\$0.00
01/13/2023	No charge courier costs (\$71.20)	1.00	\$0.00	\$0.00
Expenses Subtotal		\$4.32		
		Subtotal		\$137.82

Interest

Type	Date	Description	Total
Interest	03/04/2023	Interest on overdue invoice #16999	\$0.75
Interest	04/03/2023	Interest on overdue invoice #16999	\$2.04
Interest	05/03/2023	Interest on overdue invoice #16999	\$2.04
Interest	06/02/2023	Interest on overdue invoice #16999	\$2.04
Interest	07/02/2023	Interest on overdue invoice #16999	\$2.04
Interest	08/01/2023	Interest on overdue invoice #16999	\$2.04
Interest	08/31/2023	Interest on overdue invoice #16999	\$2.04
Interest	09/30/2023	Interest on overdue invoice #16999	\$2.04
Interest	10/30/2023	Interest on overdue invoice #16999	\$2.04
Interest	11/29/2023	Interest on overdue invoice #16999	\$2.04
		Interest Subtotal	\$19.11
		Quantity Total	1.4
		Subtotal	\$137.82
		Interest	\$19.11
		Total	\$156.93

Trust Account

Date	Type	Service	Matter	Receipts	Payments	Balance
05/18/2022	eCheck	Advance	Wessells-14325		\$5,000.00	\$5,000.00

06/03/2022	Payment for bill #13053	Wessells-14325	\$2,000.00	\$3,000.00
02/08/2023	Payment for bill #13286	Wessells-14325	\$220.99	\$2,779.01
02/08/2023	Payment for bill #13286	Wessells-14325	\$26.54	\$2,752.47
02/08/2023	Payment for bill #13286	Wessells-14325	\$79.61	\$2,672.86
02/08/2023	Payment for bill #13286	Wessells-14325	\$77.24	\$2,595.62
02/08/2023	Payment for bill #13286	Wessells-14325	\$69.84	\$2,525.78
02/08/2023	Payment for bill #13286	Wessells-14325	\$95.31	\$2,430.47
02/08/2023	Payment for bill #13286	Wessells-14325	\$32.86	\$2,397.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$1,005.00	\$1,392.61
02/08/2023	Payment for bill #13410	Wessells-14325	\$5.03	\$1,387.58
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,372.71
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,357.84
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02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,328.10
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,313.23
02/08/2023	Payment for bill #13410	Wessells-14325	\$14.87	\$1,298.36
02/08/2023	Payment for bill #13903	Wessells-14325	\$1,298.36	\$0.00
Trust Account Balance			\$0.00	

Please make all amounts payable to: PJI Law, PLC.

Please pay by the due date shown above. 18.0% simple annual interest will be charged every 30 days.

Closing invoice.

VIRGINIA:

IN THE GENERAL DISTRICT COURT OF FAIRFAX COUNTY

PJI LAW, PLC,

Plaintiff,

v.

DEBORAH WESSELLS,

Defendant.

Case No.: _____

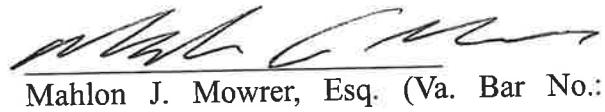
PLAINTIFF'S NOTICE OF INTENT TO INTRODUCE BUSINESS RECORDS

COMES NOW PJI Law, PLC (the "Plaintiff"), pursuant to Va. Code Ann. § 8.01-390.3, to submit the following notice:

1. This matter comes before this Honorable Court pursuant to the Plaintiff's Warrant in Debt filed contemporaneously herewith.
2. Pursuant to Rule 2:803(6) of the Rules of the Supreme Court of Virginia (the "Rules"), records of regularly conducted business activity are exempt from the hearsay rule.
3. Pursuant to Va. Code Ann. § 8.01-390.3, authentication of the record and foundation required by Rule 2:803(b) may be laid by "a certification of the authenticity of and foundation for the record made by the custodian of such record or other qualified witness either by affidavit or by declaration pursuant to [Va. Code Ann.] § 8.01-4.3"
4. Filed contemporaneously herewith, the Plaintiff submits a Declaration by Karla Carias, the Plaintiff's Billing Manager, certifying the authenticity of and foundation for certain business records attached hereto.

5. The Plaintiff hereby provides notice to the Defendant that this a certification pursuant to Va. Code Ann. § 8.01-390.3 will be relied upon in whole or in part in authenticating and laying the foundation for admission of copies of the attached business records.

Date: Dec. 19, 2023
97135)


Mahlon J. Mowrer, Esq. (Va. Bar No.:

PJI LAW, PLC
3900 Jermantown Road, Suite 220
Fairfax, VA 22030
Phone: (703) 865-6100
Fax: (703) 865-6125
E-Mail: mmowrer@pjilaw.com